CHAPTER 9

RECEIPT OF GOODS AND CLEARANCE OF PROCUREMENT DOCUMENT

- 9-1. GENERAL. a. Commodities ordered by State purchase order will be shipped to the location specified on the the order.
- b. The delivery location will be provided (through the respective fund manager) with a copy of each purchase order issued so that receiving point personnel may accurately compare goods received with the description of good ordered.
- c. The delivery location must establish local procedures to monitor expected order delivery dates and identify over-due (non-delivered) merchandise in order that timely vendor inquiries can be made. Contact with vendors concerning non-delivered orders should follow procedures established in paragraph 9-6.
- 9-2. RECEIPT OF COMPLETE OR PARTIAL DELIVERIES. a. When the goods on any order (or a portion of those goods) are received by any Military Department activity, it is the responsibility of the authorized receiving employee to complete a STD Form 106, Stock Received Report (SRR), reflecting the merchandise actually delivered and forward the original copy of the report to the Accounts Payable Section (CAST-AP) within 24 hours of receipt. See Figure 9-1, page I-1, for an example of a properly prepared SRR.
- b. A SRR will be prepared for each delivery received. Partial deliveries (same Purchase Order, more than one delivery) require a corresponding number of SRR's. Partial deliveries also require that the receiving activity (delivery location) monitor the expected delivery date(s) of the back-ordered merchandise to insure subsequent deliveries are actually made or that vendor contact is initiated as identified in paragraph 9-6.
- c. Fund managers will insure that each requesting activity designates specific employee(s) with receiving responsibility and provide for the designation of alternates.
- d. SRR's will be prepared showing the same unit of measure as the purchase order, i.e., each, pair, dozen, etc.
- e. Completion of the SRR certifies receipt of proper articles in good condition and authorizes payment to the vendor; therefore, care must be taken that the SRR is complete and accurate.
- f. A copy of the purchase order or other ordering document form may be submitted in lieu of a SRR when the <u>complete</u> order is received in <u>one</u> delivery. For partial deliveries, a vendor packing slip may be used. Whenever possible the document will be certified by the person responsible for checking and custody of the goods. The quantity received and any defect in condition must be written on the document.
- 9-3. RECEIPT OF DAMAGED MATERIAL. a. Activities receiving deliveries where there is obvious damage to the exterior of the shipping cartons should insure that such damage is annotated on the freight carrier's delivery slip.
- b. If examination of a delivery reveals damaged goods, the receiving activity should immediately contact the vendor. Contact with the vendor, or with the freight carrier through the vendor, should insure replacement of damaged goods. It is important to maintain detailed notes (memo for record) of conversations with vendors and carriers regarding damaged material.

- c. The Purchasing and Contracting Branch (CAST-PC) must be notified of the results of contacts concerning damaged shipments.
- d. Receiving activities must complete and forward a SRR (marked as partial delivery) for those items received in good condition.
- e. See Chapter 7-7 for procedures to follow regarding over, short or damaged items from Material Services. There are minor differences between procedures established for the commercial vendor shipments described in this chapter and those for Material Services.
- 9-4. RECEIPT OF INCORRECT MATERIAL. a. An activity receiving incorrect merchandise (material not appearing on the purchase order) should immediately contact the vendor to attempt to resolve the problem. Memos of conversations must be made and retained.
- b. Personnel of the requesting activity must not make any commitment to the vendor suggesting the State will purchase the excess or incorrect merchandise. The solution will be for the vendor to arrange transportation to receive back the incorrect items.
- 9-5. RECEIPT OF SUBSTANDARD MATERIAL. a. A requesting activity receiving articles which have been ordered but when examined upon receipt appear to be of inferior or substandard quality, should immediately contact the vendor to arrange for replacement articles. Prepare and maintain a record of the conversation.
- b. The Purchasing and Contracting Branch will provide specific guidance concerning completion of SRR for shipments containing substandard material based upon individual circumstances.
- 9-6. RELATIONSHIPS WITH VENDORS. a. In case of difficulty or dispute concerning receipt of material it is best if the receiving activity resolves the situation directly with the vendor. Direct contact between requesting/receiving activity and the vendor should always be the first step in the resolution process. This action must be taken within five (5) working days after the maximum delivery date on the Purchase Order, which is shown as a specific number of days after vendor's receipt of order (ARO), i.e., 15 days ARO, 25 days ARO, etc.
- b. If initial contact with the vendor fails to resolve the situation, the Purchasing and Contracting Branch shall be contacted within ten (10) working days after the final delivery date of the order to resolve the matter.
- c. Unresolved problems with vendors only compounds the situation and needlessly complicates future purchasing activities. Scheduled periodic reviews of purchase order delivery dates, which is the responsibility of the requesting activity, are necessary to minimize vendor disputes.
- 9-7. VENDOR CLAIMS. a. All purchase orders issued by the Purchasing and Contracting Branch or by Office of Procurement specify that vendor invoices (vendor claims) are to be mailed directly to the Accounts Payable Section (CAST-AP) at the Military Department.
- b. No requesting activity shall take any action to cause a vendor to send the original invoice anywhere except the Accounts Payable Section. However, the requesting activity may request a duplicate from the vendor.
- c. In the event that an invoice arrives accompanying a shipment, the invoice must be mailed to the Accounts Payable Section, (with a SRR), within 24 hours.

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- 9-8. ACKNOWLEDGEMENT OF DELIVERY. When a Purchase Order (Form GSOP 1-PIN) is issued by Office of Procurement, an Acknowledgment of Delivery (GSOP-S56) form with delivery/status questions is forwarded to the delivery location. This questionnaire must be completed by the Military Department representative who completes the SRR and mailed to Office of Procurement in accordance with the instruction on the form. An example of a delivery/status questionnaire is at Figure 9-2, page I-2.
- 9-9. RECEIPT OF SUBSCRIPTIONS/PUBLICATIONS. The receiving installation should forward the SRR to the Accounts Payable Section within 24 hours of receipt of the first issue.
- 9-10. RECEIPT OF EQUIPMENT. The following additional procedures will be followed regarding receipt of equipment:
- a. Upon issuance of a purchase order for equipment, CAST-PC will forward the purchase order to the Facilities Branch (CAFE-AM).
- b. The Facilities Management Branch will log the purchase order, attach two copies of CAL NG Form 210-20 (Requisition and/or Receipt for State Supplies and Equipment), assign a CAG number to each piece of equipment and forward these documents to the receiving installation along with equipment tags and instructions for preparation of a Stock Received Report (SRR).
- c. Receiving installation receives the equipment, affixes equipment tags, completes SRR, signs the CAL NG Form 210-20, and forwards it with the SRR to CAST-AP.

CHAPTER 10

EMERGENCY AND URGENT PURCHASES

- 10-1. EMERGENCY PROCUREMENT ACTIONS. a. When an emergency involving public health, welfare or safety occurs where the immediate procurement of goods is required to prevent the imminent loss of life or personal injury, severe property damage and/or substantial monetary loss, emergency purchasing methods may be utilized.
- b. The requesting activity should attempt to contact the responsible fund manager; however, if the fund manager is not immediately available direct telephonic contact with Purchasing and Contracting Branch is authorized. After duty hours a Purchasing and Contracting Branch representative may be contacted through the OTAG Administrative Duty Officer.
- c. The organization telephonically contacting Purchasing and Contracting Branch must be prepared to fully justify the emergency nature of the request and provide all information which would be required for a formal purchase order request. Before contacting Purchasing and Contracting Branch, requesting activities must locate a vendor willing to accept a faxed or telephonic order.
- d. The requesting activity will be notified telephonically by Purchasing and Contracting Branch of the disposition of their request.
- e. In many cases Office of Procurement requires a written justification of exceptional procedures followed. Fund managers or the requesting activity must provide an OTAG Form 37-3-4 with a written justification of the emergency circumstances and the potential adverse impact had the emergency purchase not occurred, to the Purchasing and Contracting Branch within three duty days following the emergency request.
- 10-2. URGENT PROCUREMENT ACTIONS. a. When circumstances arise requiring the acquisition of merchandise in an expedited manner to prevent or eliminate a potentially hazardous condition, prevent possible property damage, or when expedited action would clearly be called for, urgent purchasing methods may be utilized.
- b. Urgent purchasing methods for commodity acquisitions apply only to orders under \$5,000.00 (Group/Class) or \$9,999.00 (aggregate) total.
- c. Requesting activities should note that the possibility of purchasing articles at a discount or sale is not sufficient justification for urgent procurement action.
- d. Normally urgent procurement actions are initiated by sending a fax copy of the properly completed OTAG Form 37-3-4 through the fund manager and in accordance with procedures established in Chapter 4, paragraph 3.c of this regulation. If the requesting activity does not have access to a fax, the information can be given to CAST-PC telephonically. The original copies of the Purchase Request must be forwarded by mail to the Purchasing and Contracting Branch within 24 hours.
- (1) Upon determination that the action should be processed on an urgent basis, the Chief, Purchasing and Contracting Branch will direct that the required purchase order be prepared on a priority basis.
- (2) Purchase orders will normally be available for mailing or faxing to the vendor within two (2) working days of the date the request is received at Purchasing and Contracting Branch.

- (3) If the requesting activity intends to initiate a confirming order for an expedited delivery, the action must have prior approval from the Purchasing and Contracting Branch at the time the order is requested.
- (4) The request for an urgent purchase must specify the date and time by which the requesting activity requires receipt of the completed purchase document and the factors that make it necessary.
- e. Telephonic requests will only be considered in those cases where substantial efforts to contact the concerned fund manager have been unsuccessful and there is a demonstrable reason for not holding the action until the fund manager is available.
- f. Requesting activities contacting Purchasing and Contracting Branch directly must be prepared to describe exactly what efforts have been made to contact the fund manager, state the substantial reasons the action cannot be delayed and provide all information (including comparison quotes) required on the RFPA.

CHAPTER 11

MILITARY DEPARTMENT CONTRACTING OPERATIONS

- 11-1. GENERAL. a. Chapters 11 through 16 apply to contracts, interagency agreements, hiring of services, consultant services, interservice support agreements, and the rental and maintenance of equipment.
- b. Authority to sign contracts, interagency agreements and other documents which obligate the Military Department as a party to a contract is limited to those who have either statutory authority or have been duly authorized in writing by the Adjutant General and whose names and position titles are on file with the Legal Office, Department of General Services and the State Controller. The Chief, Purchasing and Contracting Branch, signs most contracts pertaining to the Military Department. Those contracts that must be signed personally by the Adjutant General will be forwarded to Office of the Comptroller, ATTN: CAST. After review by Comptroller staff, the document will be forwarded to the Adjutant General for signature.
- 11-2. ADVANCE PAYMENTS. Payments by the State in advance to contractors are permitted only when specifically authorized in law. Interagency Agreements may provide for advancing of funds.
- 11-3. PROGRESS PAYMENTS. Progress payments to contractors for work performed or costs incurred in the performance of the contract are allowed, however 10% of contract amount shall be withheld pending final completion of the contract. Progress payments will not be allowed on contracts less than three months in duration.
- 11-4. CIVIL SERVICE CONSIDERATIONS. a. Contracting for services is permissible when any of the following conditions can be met.
- (1) The contract is for a new State function and the Legislature has specifically mandated or authorized the performance of the work by independent contractors.
- (2) The services contracted are not available within civil service, cannot be performed satisfactorily by civil service employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience or ability is not available through the civil service system.
- (3) The services are incidental to a contract for the purchase or lease of real or personal property. Contracts under this criterion, known as "service agreements", shall include, but not be limited to, agreements to service or maintain office equipment or computers that are leased or rented.
- (4) The legislative, administrative, or legal goals and purposes cannot be accomplished through the utilization of persons selected pursuant to the regular civil service system.
- (5) State agencies need private counsel because a conflict of interest on the part of the Attorney General's office prevents it from representing the agency without compromising its position. Such contracts require the written consent of the Attorney General.
- (6) The contractor will provide equipment, materials, facilities, or support services that could not feasibly be provided by the State in the location where the services are to be performed.

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- (7) The contractor will conduct training courses for which appropriately qualified civil service instructors are not available (provided that permanent instructor positions in academies or similar setting shall be filled through civil service appointment).
- (8) The services are of such an urgent, temporary, or occasional nature that the delay in implementation under civil service would frustrate their very purpose.
- b. Contracting for services is also permissible to achieve cost savings under certain conditions. Prior to executing a contract solely on the basis of cost savings to the state, the Purchasing and Contracting Branch must secure the approval of the State Personnel Officer (CASS) and provide notification and reasonable response time to the State Personnel Board.
- 11-5. COMMENCEMENT OF WORK. Contractors will not be allowed to commence work on a project until they have received an approved copy of a contract and "Proceed Letter" or service order signed by a duly authorized employee of the Military Department.
- 11-6. CALIFORNIA STATE CONTRACTS REGISTER. a. Contracts (including service orders) with a dollar value of \$1,000.00 or more must be advertised in the California State Contracts Register (CSCR) before the contracting process begins. The California State Contracts Register, published twice each month, lists contract requirements for a fee when submitted according to a production schedule which is distributed by the Purchasing and Contracting Branch. Late contract advertisements are assessed a special handling fee. Contract advertisements are prepared by the Purchasing and Contracting Branch and are based on project information provided by the fund manager. Advertising fees are charged against the budget of the activity requesting the contract.
- b. In those cases when a fund manager considers advertising in the California State Contracts Register to be not in the best interest of the Military Department, a request for exemption must be forwarded to the Purchasing and Contracting Branch with complete justification. In such cases, an exemption request will be prepared by the Purchasing and Contracting Branch and forwarded to the DGS, Office of Procurement.
 - c. The following contracts do not require CSCR advertising:
- (1) Emergency contracts which are necessary for the immediate preservation of life or state property.
 - (2) Contracts for the work or services of a state, local or federal agency.
- (3) Maintenance agreements for equipment that is under documented warranty, or where there is only one authorized or qualified representative, or where there is only one distributor in the area for parts and services.
- (4) Refuse and/or sewage disposal contracts where there is no competition because a contractor is the authorized franchise dealer providing services to a specific geographical area.
 - (5) Proprietary software contracts.
- (6) Contracts which are temporary or time-limited appointments to a nontesting civil service classification for the purpose of meeting a time-limited employment need.
- (7) Contracts for which only per diem and travel expenses are paid and there is no payment for service rendered.

- (8) Contracts with business entities operating handicapped workshops and certified by the State of California Department of Rehabilitation.
- d. Advertisements in the California State Contracts Register will not be submitted for publication for contracts estimated to cost \$1,000 or more until "camera ready" specifications have been submitted to the Purchasing and Contracting Branch.
- 11-7. **DEPARTMENT OF GENERAL SERVICES APPROVAL.** a. Certain contracts, either by their very nature or their dollar value, require approval of Department of General Services. Those contracts are listed below.
 - (1) Contracts with a dollar value of \$15,000 or more.
 - (2) Interagency agreements with a dollar value of \$35,000 or more.
- (3) Contracts of a hazardous nature such as, but not limited to, elevator maintenance, pest control, fumigation, excavation, demolition, regardless of the dollar amount.
 - (4) Contracts for microfilm hardware, services, or storage.
 - (5) Contracts containing any of the following provisions:
- (a) Any provision whereby the State agrees to indemnify or save harmless any party to the contract or any third person against or on account of, any claim, liability, or matter arising out of, or connected with, the contract.
- (b) Any provision whereby the State agrees to assume responsibility for matters beyond its control (e.g., in rental contracts, a promise to assume full responsibility for damage to rented equipment, regardless of the cause of the damage).
 - (c) Any provision calling for payment in advance.
- (d) Any provision creating a contingent liability against the State (e.g., vendors printed rental contracts frequently contain clauses obligating the user of rented equipment to serious contingent liabilities).
- (e) Any provision in a contract for rental of equipment, creating any financial obligation or liability whatsoever against the State other than the payment of rent, transportation costs, and costs of maintenance and repairs.
- (f) Any provision of any contract dealing with video surveillance, security alarm and access control systems.
- b. Contracts or interagency agreements which were subject to the approval of the Department of General Services must also have such approval for any amendment unless the sole purpose of the amendment is to extend the original time for completion of performance for a period of one year or less.
- c. The Purchasing and Contracting Branch is responsible for obtaining Department of General Services approval of contracts. Contracts subject to Department of General Services review and approval do not become legally binding documents until such approval is secured.

11-8. REQUESTS FOR PROPOSALS. The requirement for contracts which require the issuance of Requests for Proposals must be identified at least three months in advance of the date of commencement of contract performance. Requests for Proposals are issued for services which deal with "products of the mind" such as those provided by instructors and consultants. The Purchasing and Contracting Branch should be notified as soon as the possible need for this type of contract becomes apparent. Upon such notification, the Purchasing and Contracting Branch Chief will schedule a conference with the requestor in order to identify the specific requirements and actions which must be taken to develop a Request for Proposal.

CHAPTER 12

SERVICE ORDERS

- 12-1. SERVICE ORDER (TYPE A). a. Services, repairs, or rentals amounting to less than \$1,000.00, not requiring Department of General Services approval and not for a period of time (i.e monthly service on an item), may be procured using a Service and Repair Orders (OTAG Form 37-3-6).
- b. Requestors will prepare an OTAG Form 37-3-4 to include a detailed description of the service to be provided. Also requested is a <u>complete iustification</u> of the necessity of having the service provided, the small, minority and disabled veterans business status, telephone number and federal ID number of the recommended vendor. The entire package, to include at <u>least</u> two comparable price quotations on OTAG Form 37-3-5 and the Drug-Free Workplace Certification (STD Form 21) from the recommended vendor, will be forwarded to the appropriate fund manager.
- c. The fund manager will review Service Order request packages to determine that the request is valid and complete.
- d. Purchasing and Contracting Branch will issue a Service and Repair Order to the selected vendor and will distribute copies of the order through the same channels as purchase orders.
- e. For planning purposes, request originators should be advised that a minimum processing time of five days will be required after arrival at Purchasing and Contracting Branch. Therefore, vendors should provide quotes which will be honored for a minimum of 30 to 45 days after being provided to the requestor.
- f. Service Order requests must provide a statement of need for the service and include a full narrative description of the work to be performed.
- 12-2. CONTRACTOR IDENTIFICATION NUMBERS. The Contractor Identification Number (Federal Employer Identification Number (Fein) or the Taxpaper Identification Number (SSAN) will be noted in the vendor number block of OTAG Form 37-3-4.
- 12-3. DRUG-FREE WORKPLACE CERTIFICATION. Contractors are required to certify that they will provide a <u>drug-free workplace</u>. The Drug-Free Workplace Certification, STD Form 21, for the recommended vendor will accompany each request.
- 12-4. SERVICE ORDER DOCUMENTS. The Purchasing and Contracting Branch issues a Service and Repair Order (OTAG Form 37-3-6) for one time (continual services will be formally contracted) services, repairs or rentals when the dollar value is less than \$1,000 unless the service is of a hazardous nature. Hazardous services include, but are not limited to, pest control, fumigation, excavation, demolition, and elevator maintenance. These types of services are treated as formal service contacts regardless of dollar amounts (see Chapter 13). See Figure 12-1, page J-1, for an example of a Service and Repair Order.

CHAPTER 13

FORMAL CONTRACTS

- 13-1. FORMAL CONTRACTS (TYPE B). a. Services, repairs, construction, or rentals which exceed \$1,000.00 constitute Formal Contracts. Request packets will be prepared and forwarded with OTAG Form 37-3-4 and will include:
- (1) Formal technical specification ("camera ready") suitable for inclusion in an Invitation for Bids (IFB) packet and;
 - (2) Engineer review and technical estimate.
- b. Fund managers will forward request packets to CAST-SA or CAST-FA for processing and Fiscal Control Number assignment subsequent to forwarding to Purchasing and Contracting (CAST-PC).
- c. Advertising in the State Contracts Register or other appropriate advertising will be dictated by the dollar value of the contract.
- d. Requesting activities should be advised that the minimum turn-around time for this type of request is six to twelve weeks after arrival at Purchasing and Contracting Branch.
- e. The Purchasing and Contracting Branch conducts public bid openings for all formal projects.
- 13-2. PREPARATION OF BID PACKETS. a. Purchasing and Contracting Branch prepares formal bid packets from the request package provided by the fund manager.
- b. Purchasing and Contracting Branch also develops a bidders list based upon the type and geographic location of the project. Fund managers wishing specific contractors to be added to the bidders list for any project should notify Purchasing and Contracting Branch.
- c. Projects requiring plan approval by control agencies such as the State Fire Marshal before solicitation of bids must have such approval secured by Facilities Engineering prior to transmittal to Purchasing and Contracting Branch.
- d. Projects requiring approval to proceed by Office of the State Architect before solicitation of bids will be transmitted to Purchasing and Contracting Branch with evidence of that approval.
- 13-3. REVIEW OF BIDS RECEIVED. Subsequent to the public bid opening, Purchasing and Contracting Branch conducts an evaluation of bids received to review the following factors:
- a. Compliance with stated participation goals of at least 15 percent for minority businesses, 5 percent for women-owned businesses and 3 percent for disabled veteran owned businesses or fulfillment of the requirements of a good faith effort.
- b. Verification of registered small business status in those cases where the five percent small business preference is claimed.
- c. After determination of the apparent responsive low bidder, current licensing and other appropriate business status must be verified.

- 13-4. CONTRACT AWARD. Purchasing and Contracting Branch will secure approval to award from the fund manager, prepare appropriate contract documents, obtain required signatures of parties, secure approval of control agencies (as required), and forward contracts to the Accounting Branch (CAST-AC) for encumbrance of funds. After funds are encumbered, the contract will be forwarded to the contractor for performance.
- 13-5. CONTRACTING OFFICER'S REPRESENTATIVE. a. The Department Contracting Officer (Chief, Purchasing and Contracting Branch) will formally designate a Contracting Officer's Representative (COR) for the project.
- b. During performance of the contract, the COR will monitor the progress of the project and insure compliance with the General Conditions and Technical Specifications.
- c. Based in great part upon the COR's evaluation of current contract status the Chief, Purchasing and Contracting Branch, will take action as appropriate to protect the interests of the State.

CHAPTER 14

STATE MASTER RENTAL/MASTER SERVICE AGREEMENTS

- 14-1. GENERAL. Department of General Services, Office of Procurement has negotiated specific contracts with vendors for commonly required rental items such as postage meters, walk-a-way mats, other dust control items, copy machines, and automobiles. Office of Procurement has also prepared master contracts for service/repair of office machines and printing plant equipment.
- 14-2. MASTER RENTAL AGREEMENTS. Master Rental Agreements (MRA) guarantee prices during the contract period but are not mandatory and similar items may be secured from a non-MRA vendor if a lower price can be obtained.
- 14-3. COPIES OF MASTER RENTAL/SERVICE AGREEMENTS. Fund managers and many approving supervisors maintain copies of Master Rental and Service agreements and are available to answer inquiries concerning the applicability of any of these Office of Procurement agreements.
- 14-4. REQUEST FOR SERVICES. Requests for Procurement Action for service or rental under the provisions of Master Rental Agreements or Master Service Agreements will be forwarded to the approving fund manager to the Purchasing and Contracting Branch utilizing OTAG Form 37-3-4.

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CHAPTER 15

REPORTING COMPLETION OF SERVICE

- 15-1. GENERAL. Standard Agreements (Contracts) and Service and Repair Orders (SRO) issued by the Military Department specify that contractors/vendors will forward invoices in duplicate to CAST-AP upon completion of a project. Prior to certification for payment of the vendor claim, it is necessary that the appointed COR for the contract (or the designated POC for a SRO) formally report completion of the project and evaluate performance of the contractor.
- 15-2. CONTRACT/CONTRACTOR EVALUATION. a. Service and Repair Orders (OTAG Form 37-3-6). The designated POC will certify completion in the "Completion Certification" block of the Service and Repair Order and return the Canary and Pink copies to CAST-PC for processing.
- b. Formal Contracts. The individual designated to monitor the contract will prepare a Contract/Contractor Evaluation (STD 4) immediately upon completion of the project or in the event of a periodic service, at the completion of each service. The evaluation form will be forwarded in triplicate to CAST-PC.
- c. Account Payable Section is prohibited from scheduling payment to the contractor until the evaluation forms are received. The timeliness of submission of the Contract Evaluation form or Service Order Certification is critical to prompt contractor payment.
- 15-3. DISTRIBUTION OF BLANK EVALUATION FORMS. Blank Contract/Contractor Evaluation forms are distributed in bulk to the respective fund managers. Additional forms are available from Purchasing and Contracting Branch.

CHAPTER 16

CONTRACTING OFFICER'S REPRESENTATIVE DUTIES AND RESPONSIBILITIES

- 16-1. GENERAL. a. All contracts for facility repair and construction as well as major service contracts require the appointment of a Contracting Officer's Representative (COR).
- a. In cases where the Chief, Purchasing and Contracting Branch determines it is advisable to do so, a COR may be appointed for service orders.
- b. Regardless of the type of contract involved, the primary duty of the COR is to monitor the execution of the contract for the Chief, Purchasing and Contracting Branch and to insure that the conditions and specifications of the contract are adhered to.
- c. CORs will not allow contractors to deviate from the contract plans and specifications without prior written approval from the Purchasing and Contracting Branch.
- 16-2. SCOPE OF THE COR'S AUTHORITY. Scope of Contracting Officer's Representative authority is as follows:
- a. Administrative supervision of contractor progress under the contract, including performance of frequent on-site inspections.
- b. The COR is authorized to make decisions with respect to minor adjustments to meet local conditions that do not obligate the payment of money by the State or Federal Government and do not change the scope, plans and specifications of the contract.
- c. Review and evaluate contractor cost proposals for Military Department directed changes and furnish comments and recommendations to the Purchasing and Contracting Branch.
- d. Review and provide recommendation on contractor's request for progress payments if such payments are specifically authorized in the contract.
- e. Perform contractor and/or subcontractor employee labor interviews as directed to do so by the Chief, Purchasing and Contracting Branch.
- 16-3. COR DUTIES. Selection to perform COR duties is based upon an individual's technical competence in the work to be performed in the contract or experience in contract supervision, recommendation of the fund manager on who's request the contract has been let, and the anticipated availability of the COR for the expected period of contract performance.
- a. All CORs perform this function as an additional duty. The nature of COR responsibilities creates a special relationship between the Chief, Purchasing and Contracting Branch and the COR. The COR communicates directly with the Chief, Purchasing and Contracting Branch on matters relating to contract execution without regard to channels prescribed in the COR's primary duty assignment.
- b. Contracting Officer's Representatives are designated on a letter of appointment. The letter of appointment clearly delineates the duties and responsibilities of the COR. To prevent any possible misunderstanding of the COR's role, a copy of the appointment letter is provided to the COR and to the contractor.

- c. CORs will deal only with the contractor supervisors and not with contractor's employees, except when performing labor standards interviews.
- 16-4. CHANGE, ALTER PLANS OR SPECIFICATIONS. The COR has no authority to change or alter plans or specifications, or the terms and conditions of the contract. All questions arising involving interpretations of the contract, plans and specifications and/or deviations from the original plans and specifications, are to be referred to the Purchasing and Contracting Branch for a decision in writing. In no event shall the Contracting Officer's Representative be empowered to award, agree to, or sign any contract modification, or in any way to obligate the payment of money by the State or Federal Government.
- 16-5. PROGRESS REPORTS. During contract performance the COR may be required to provide progress reports to the Purchasing and Contracting Branch and following completion of work the COR must provide a written evaluation of the contractor's performance (Std 4, Contract/Contractor Evaluation) and forward the evaluation to OTAG, ATTN: CAST-PC.
- 16-6. CONTRACT/CONTRACTING PROBLEM REPORTS. Any of the following conditions must be reported to the Purchasing and Contracting Branch immediately by the COR:
 - a. Substandard performance.
 - b. Deviations from contract specifications.
- c. Interference with the COR or other authorized governmental agency inspectors in the performance of their duties.
 - d. Actual or potential problems which could threaten the performance of the contract.
- 16-7. RESOLUTION OF DISPUTES. a. The Contracting Officer's Representative plays a key role in the resolution of disputes involving contractor deviation from contract specification and/or substandard performance by the contractor.
- b. The most essential element involved in insuring contractor compliance with contract requirements is the COR's ability to ascertain the deficiency and accurately describe the shortcoming so that all parties are discussing exactly the same issue.
- c. Following accurate problem definition, the COR will attempt to resolve the matter with the contractor.
- d. If reasonable efforts to resolve the problem fail, the COR will reduce the situation to writing and forward the report to OTAG, ATTN: CAST-PC.
- e. If the dispute involves interpretation of technical engineering requirements of the plans and specifications, the Purchasing and Contracting Branch may refer the report Facilities Engineering for technical guidance or if the problem concerns any other technical issues other staff sections may be consulted; however, the Chief, Purchasing and Contracting Branch will be the Military Department point of contact with the contractor in final resolution of the issue.
- f. The Chief, Purchasing and Contracting Branch will send a letter to the contractor completely explaining the noted deficiency, discussing the contractor's responsibility under the contract provisions, and designating a deadline for the accomplishment of the required tasks. Copies of this demand letter will be forwarded to the concerned fund manager, the Contracting Officer's Representative, and, if deemed appropriate, to the Contractors' State License Board.

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- 16-8. COR'S ARRANGEMENT REQUIREMENTS. The Contracting Officer's Representative shall make all arrangements for the following:
- a. Final data that may be required to definitely establish base lines and grades during construction projects.
 - b. Technical inspection of all materials to be used and all work during construction.
 - c. Sampling and testing of all materials.
 - d. Preliminary review of all shop drawings and processing required.
- 16-9. CORRESPONDENCE BETWEEN COR AND CONTRACTOR. The COR will insure that copies of all correspondence between contractor and COR are provided to the Purchasing and Contracting Branch.

CHAPTER 17

DEFINITION OF TERMS

- 17-1. DEFINITIONS. a. Authorized Service Representative. A term used in relation to those persons who may perform repair and maintenance of equipment and are so designated by the equipment manufacturer. When repair service can't be obtained from the Department of General Services, particularly for electric typewriters, adding machines, and printing calculators, they should be serviced by an authorized service representative.
- b. Bid. A potential contractor's reply to a formal solicitation for construction or repair projects or other services which represents what the contractor will charge to provide what is needed. Bids are written and delivered sealed to the Purchasing and Contracting Branch.
- c. Bidders Conference. This is a planned, formally conducted meeting held by the Military Department after the solicitation documents have been distributed to all vendors on the bidders list or vendor responding from the advertisement. The purpose of such conferences is to clarify the bid or proposal request documents and to respond to questions. In the case where an Invitation for Bid has been used, such conferences usually deal with the presentation of physical conditions which must be viewed in person.
- d. Consulting Services Contract. A contract with a private firm/individual, which provides services of an advisory nature related to the governmental function of the State agency administration and management, and State agency program management or innovation. Such contracts call for a product of the mind as distinguished from the rendition of mechanical skills.
- e. Contract. A legally binding agreement between the State and another entity, public or private, for the provision of goods or services. It sets forth terms, conditions and the statement of all work to be performed as a function of the contractual agreement.
- f. Contract Manager. That person in each State agency or department with assigned contract responsibility who possesses demonstrated skill in contract administration, including detailed knowledge of State contract requirements, competence in drafting documents and ability to manage and monitor contract performance. The Chief, Purchasing and Contracting Branch is the Contract Manager for the Military Department.
- g. Delegated Purchase Authority. Authorization granted by Office of Procurement to the Military Department authorizing issuance of purchase documents within certain dollar value limitations without prior approval or prior review of the proposed purchase by Office of Procurement.
- h. Fund Manager. Individual charged with the management and prioritization of expenditures of funds dedicated to the support of a specific Military Department program or activity. Authority as the fund manager coincides with line authority or supervision of the program.
- i. Invitation for Bid (IFB). A type of solicitation document used in the competitive bidding process, which contains the exact statement and specification of what the State wishes to procure. The IFB is clearly and precisely written and is appropriate for use when contracting for a service for which there is a known, referenced or published standard which governs both the

quality and acceptability of the services to be performed. The IFB is so written that every contractor qualification and action to be taken is stated; therefore, each bidder is bidding on exactly the same thing. It is this characteristic which permits bid comparison and contractor selection solely on the basis of price (lowest responsive bidder).

- j. Local Purchase Authority (LPA). Authorization granted by Purchasing and Contracting Branch to qualified Military Department activities to issue purchase orders within specific dollar value limitations without prior approval or prior review of the purchase order by Purchasing and Contracting Branch.
- k. Master Service Agreements (MSA) and Master Rental Agreements (MRA). Guaranteed price agreements negotiated by Office of Procurement for maintenance of various office machines and the rental of certain office devices and industrial products. MSA and MRA may have geographic and/or dollar value limitations.
- 1. Materials Services Section Warehouse (State Stores). Warehouses stocking certain common office and janitorial supplies which experience has shown are ordered by a number of State agencies, operated by Office of Procurement and commonly called State Stores.
- m. Military Department Depot. Warehouse located in Sacramento operated by the Military Department stocking selected janitorial, facility maintenance items, Department-owned office furniture and certain State forms for use at Army National Guard facilities.
- n. Negotiation. Discussion held between the State agency or department and a selected contractor to insure full agreement on all aspects of the work to be performed, applicable regulations, and elements of cost, including the basis for payment and final price before the contract is finally executed.
- o. Office Of Procurement. An organization within the State Department of General Services (DGS) charged with performing all tasks relating to procurement defined in State law and/or in the State Administrative Manual (SAM) as being the responsibility of the Director of General Services or the Department of General Services; the central organization in State government concerned with procurement policy and purchasing activities; and, the primary auditor of procurement records maintained by the Military Department.
- p. Prison Industry Authority (PIA). Agency of State government responsible for operation of manufacturing and service enterprises within California's Correctional Institutions. PIA manufactures standard commodities including furniture, clothing and cleaning products which are offered for sale to State agencies via State Price Schedules. When required commodities are available from PIA, purchase is mandatory for State agencies.
- q. Progress Payment. Any partial payment of the contract price during the progress of the work.
- r. Proposal. A potential contractor's presentation of approach/method to be used to perform a particular service. It may be written or oral. Most frequently the term is applied to the written response to an a Request for Proposal (RFP).
- s. Purchase. A procurement action for commodities wherein 10% or less of the total price is labor charges.

distriction of the same

- t. Quotation. A potential contractor's/vendor's reply to an informal solicitation for purchase of goods, equipment or facilities repair or other services which represents what the vendor will charge to provide what is needed. Quotations may be written or verbal depending upon the circumstances.
- u. Purchasing and Contracting Branch. An organization within the Military Department Comptroller's Office responsible for performing all tasks relating to contracting and procurement.
- v. Request for Proposal (RFP). A solicitation procedure/document which makes the statement, "Here is what we wish to accomplish; how will you accomplish and for how much?" The RFP is not used when there is a "standard" associated with the requirement. In using an RFP, the Military Department may elect to award the contract by using the Primary Method (public bid opening with award to the lowest qualified bidder) or the Secondary Method which requires the contract to be awarded to the bidder receiving the highest score as a result of an evaluation/scoring procedure performed by an authorized committee according to the process and criteria stated in the RFP. The determination as to which method will be utilized must be made prior to preparation of the RFP.
- w. Request for Quotation (RFQ). A type of solicitation document used in the competitive procurement process where the type of goods or service and the anticipated dollar value of the transaction authorize the utilization of a designated informal procurement process.
- x. Responsible Bidder. One who has been determined to have the qualifications, competency, experience, technical resources or access to both technical and financial resources, as well as the business integrity to carry out the work as stated and expected.
- y. Responsive Bidder. One who has responded substantively in accordance with instructions and requirements stated in the solicitation documents, including the use of any required formats.
- z. Service and Repair Order (SRO). Agreement between the Military Department and a contractor in which the contractor provides one time services or repairs, the dollar value of which is less than \$1,000.
- aa. SLAMM (Statewide Logistics and Materials Management) Catalog. A comprehensive listing of commodities purchased by the State on a regular basis, as well as generic descriptors for certain categories of supply items. Commodities are listed by description and by 12-digit stock item number.

Department of General Services, Office of Procurement, has partially implemented the PIN System (Purchasing Information Network) which will eventually replace the SLAMM numbering system. Current budget constraints have delayed full implementation.

bb. Sole Source Procurement. Purchase of commodities or contracts for service where compelling justification can be established for deviating from competitive procurement procedures and only a single brand, trade name or vendor is considered. Justification for sole source acquisition must be substantial and (except for bonafide emergencies) must establish that the brand, trade name or vendor is the only source that will properly meet the needs of the State.

- cc. State Administrative Manual (SAM). Reference source for statewide policies, procedures, regulations, and information issued by the Department of Finance and the Department of General Services. These two departments exercise control and supervision over the operating departments of State government (including the Military Department) regarding uniform management practices and business/fiscal operations.
- dd. State Contract. Contract issued to a specific vendor by Office of Procurement which grants the vendor exclusive rights to sell specified products to State agencies. State contracts may apply to a particular geographic area or may be applicable Statewide. State contracts may have minimum and/or maximum dollar value limitations per order. When required commodities are available from State Contract, the use of the State Contract is mandatory for State agencies.
- ee. State Price Schedule (SPS). Price schedules are price lists for specific commodities negotiated with vendors by Office of Procurement. Price schedules are established to facilitate ordering of primarily noncompetitive commodities by State agencies. SPS may have geographic and/or dollar value limitations.
- ff. Statement of Work. That portion of the Request for Proposal or Invitation for Bid which describes the work to be performed by means of specifications or other minimum requirements, quantities, performance dates and a statement of the quality expected.
- gg. Vendor. An individual, a group of individuals, or a firm doing business in the open marketplace and offering goods or services to the State in exchange for monetary compensation. In certain cases Office of Procurement may prescribe additional qualifications before a potential vendor may be considered a qualified vendor.

APPENDIX A

SAMPLE DRUG-FREE WORKPLACE CERTIFICATION

DRUG-FREE WORKPLACE CERTIFICATION STD 21

COMPANY/ORGANIZATION NAME

Watt Electrical

220 volts way, Bell, CA 91234-5678

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor or grant recipient will:

- 1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:

 - (a) The dangers of drug abuse in the workplace,(b) The person's or organization's policy of maintaining a drug-free workplace,
 - Any available counseling, rehabilitation and employee assistance (c) programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
- Provide as required by Government Code Section \$355(c), that every employee who works on the proposed contract or grant:
 - (a) Will receive a copy of the company's drug-free policy statement, and
 (b) Will agree to abide by the terms of the company's statement as a

condition of employment on the contract or grant.
(must have date certification expires) 4. From and after the "date Executed" and until August 1995 (NOT TO EXCEED 36 MONTHS), and at the election of the contractor or grantee, the state will regard this certificate as valid for all contracts or grantes, the state will regard contractor or grantee and this state agency without the necessity of requiring the contractor or grantee to provide a new and individual certificate for each such contracts of grants to provide a new and individual certificate for each such contract or grant. If the contractor or grants elects, as provided above, by filling in the blank date, then the terms and conditions of this certificate shall have the same force, meaning, effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

CERTIFICATION

I, the official numed below, hereby suser that I am duly mutherized legally to bind the contractor or scant recipient to the above described certification. I am fully manner that this certification, executed on the date and in county below, is made under parally of perjury under the laws of the State of Catifornia.

OFFICIAL'S MANE: PRINT OR TYPE NAME OF PERSON SIGNING

DATE CERT IS SIGNED

IN THE COUNTY OF: Los Angeles

CONTRACTOR OR GRANT RECIPIENT SIGNATURE: MUST BE AN ORIGINAL SIGNATURE (NO XEROX COPY)

TITLE: Title of Personing Signing PHONE HUMBER: (213)345-6789

FEDERAL 1.D. MARGER: 98-7654321

STO FORM 21, DATED 6/92, ALL PREVIOUS EDITIONS ARE OBSOLETE

APPENDIX B RECORD OF PRICE QUOTATION

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APPENDIX B (continued)

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Figure 2-2

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APPENDIX C

FILE SYMBOL

DATE

MEMORANDUM THRU

CAST-SB

CAST-AC

FOR CAST-PC

SUBJECT: LPA RENEWAL OR AMENDMENT

1. Please renew or amend LPA (CAST-PC-PR assigned number) by (increasing/decreasing) the encumbrance for <u>DOLLAR AMOUNT</u> to <u>DOLLAR AMOUNT</u>:

LPA NUMBER TITLE

AUTHORIZED INDIVIDUAL

INDEX

OBJECT

PCA .

Funds are being transferred to support this request. (See attached allotment revision.)

> SIGNATURE BLOCK AND TITLE OF THE FUND MANAGER

HOTE:

Amendments for administrative changes only shell be submitted in the same format identifying the changes. (Allotment revisions are not required for administrative changes.)

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APPENDIX C (continued)

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APPENDIX C (continued)

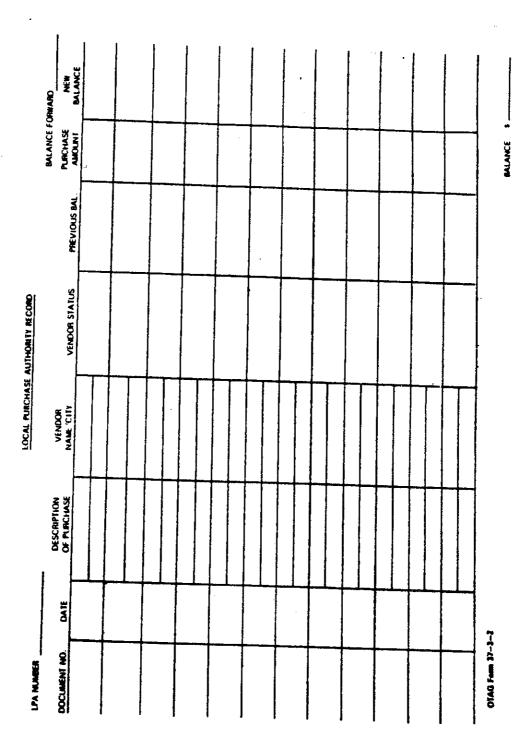


Figure 3-3

Figure 3-3

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APPENDIX D

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FIGURE 4-1

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APPENDIX D (continued)

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BD	BAND	EN	ENVELOPE	PG	PACKAGE
BE	BALE	FT	FOOT	PK	PACK
BF	SOARD FOOT	GL	GALLON	PL	PAIL
BG	BAG	GM	GRAM	PN	PAN
BK	800K	GR	GROSS	PR	PAIR
BL	BARREL	HD	HUNDRED	PT	PINT
BN	BUNDLE	HF	HUNDRED FEET	QR ·	QUIRE
BO	BOLT	HG	HALF GALLOW	QT	QUART
BR	BAILER	HK	HANK	RE	REEL
BT	BOTTLE	HP	HALF PINT	RL	ROLL
BX	BOX	₩Q	HALF QUART	RM '	REAM
CB	CUBETAINER	HW	HUNDRED WEIGHT	SA	SACK
CD	CARD	JR	JAR	SE	SET
CE	CONE	KE	KEG	SF	SQUARE FOOT
CF	CUBIC FOOT	KT	KIT	SH	SHEET
CG	CENTIGRAM	LB	POUND	SK	SKEIN
CI	CYLINDER	LF	LINEAR FOOT	SL	SPOOL
CL	COIL	LG	LENGTH	sq	SQUARE
CM	CENTIMETER	LI	LITRE	SY	SQUARE YARD
CN	CAN	LT	LOT	TB	TUS
CO	CORD	LV	LOAF	TN	TON
CR	CRATE	LY	LINEAR YARD	TR	TRAY
CS	CASE	HG	MILLIGRAM	īΤ	TOTE
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Figure 4-2

Figure 4-2

APPENDIX D (continued)

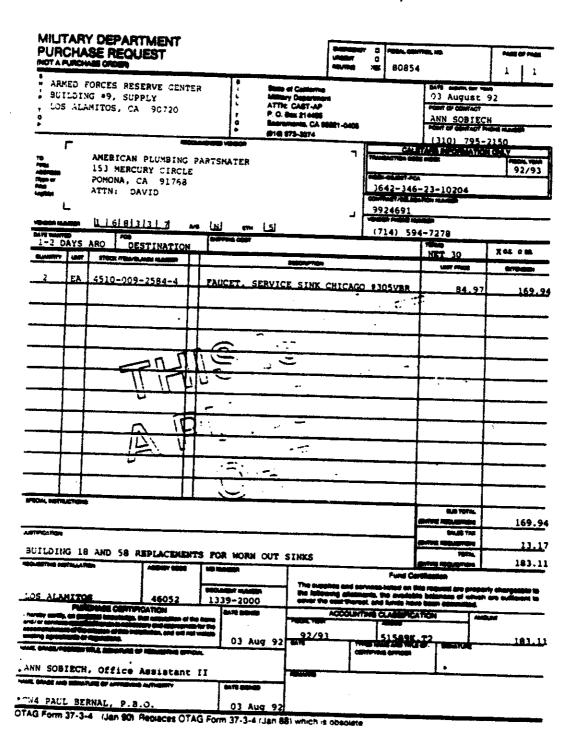


Figure 4-3

APPENDIX E

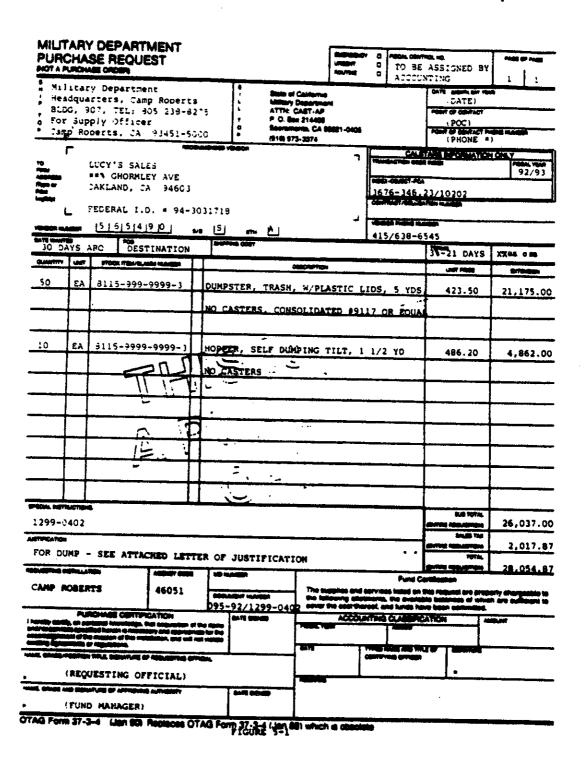


Figure 5-1

APPENDIX F

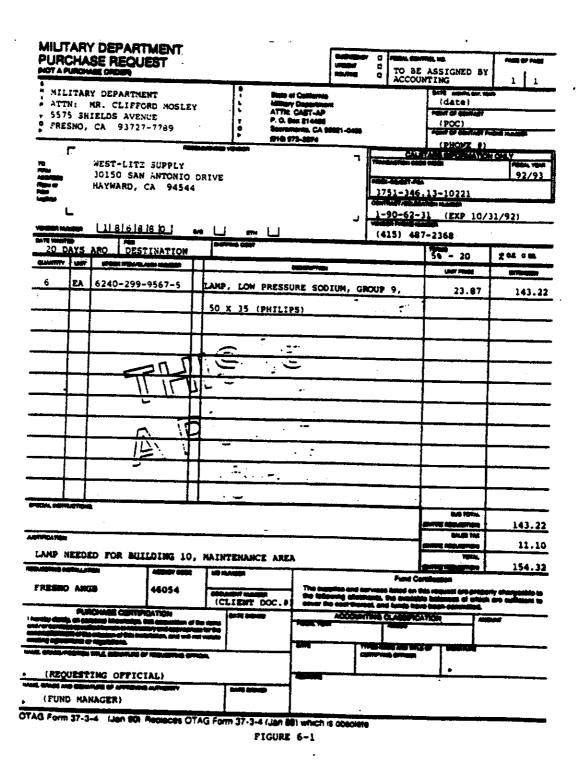


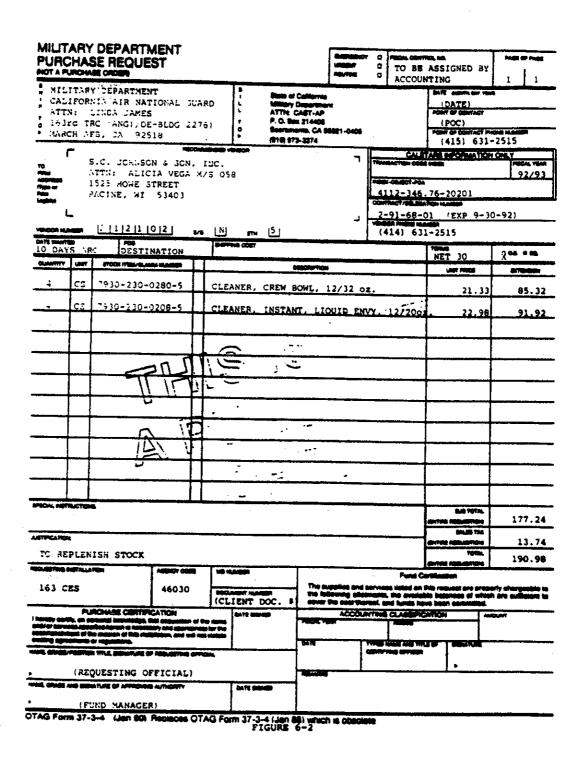
Figure 6-1

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APPENDIX F (continued)



APPENDIX G

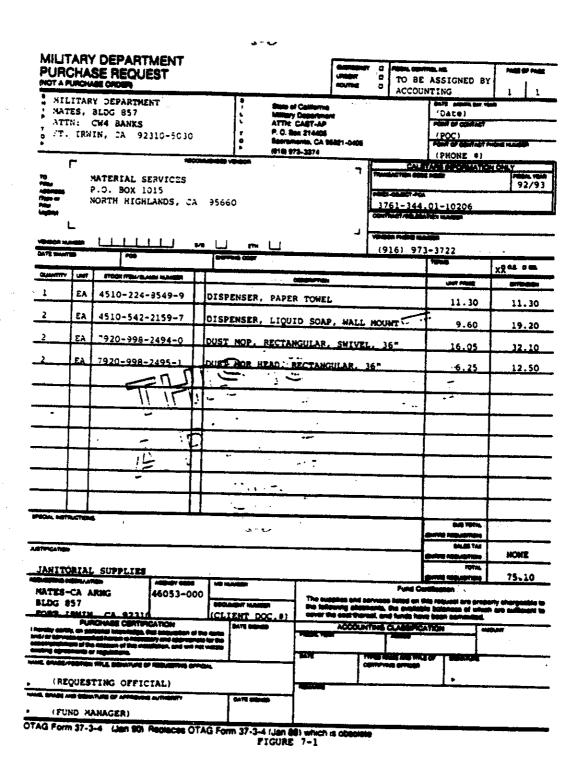
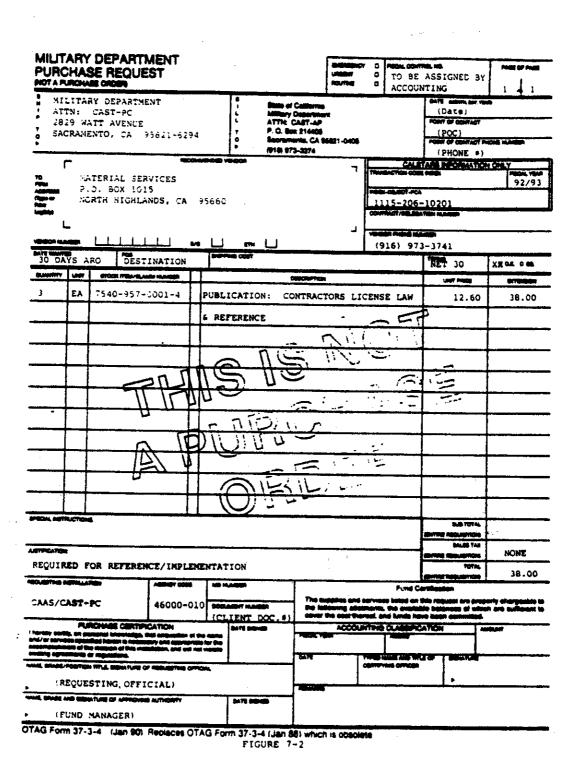


Figure 7-1

APPENDIX G (continued)



APPENDIX G (continued)

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Figure 7-3

APPENDIX H

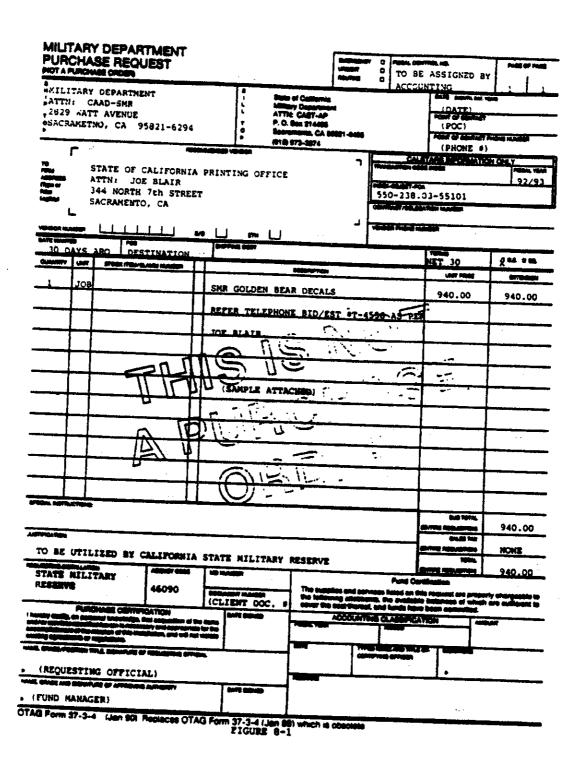


Figure 8-1

APPENDIX H (continued)

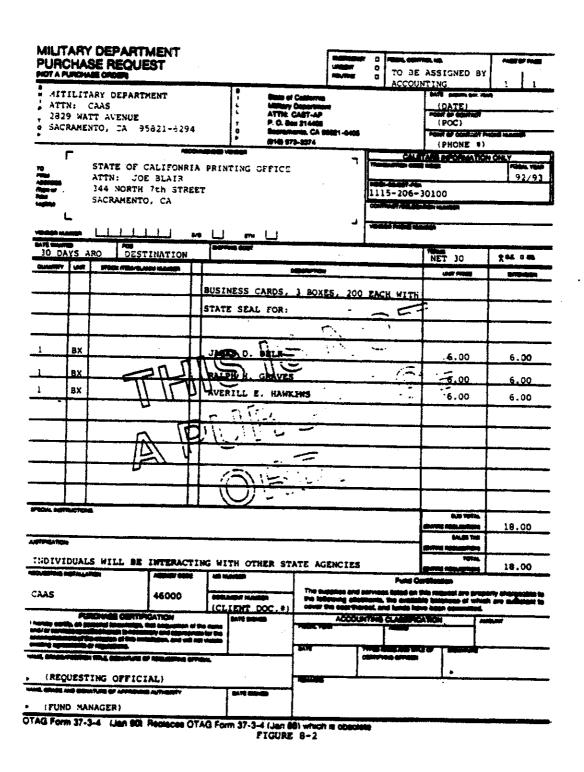


Figure 8-2

APPENDIX H (continued)

BUSINESS CARD INSTRUCTION SHEET

- State of California California Military Department 2829 Watt Avenue, P.O. Box 214405 Sacramento, CA 95821-0405 (916) 854-3301 (E) BG James D. Delk DSN 466-3301 Deputy Adjutant General, Army Division 800 321-6824
 - Department and/or agency—(Department of Corrections, Resources Agency, etc.) In some cases it is necessary to list both the agency and the department. The use of additional lines of type will be subject to space available. See Example B.
 - 3 Subsection, unit, or branch—(Occupational Health Branch, Asian Studies Department, Graphic Design
 - C Street Address—List completely and include suite or room number and/or post office box number.
 - City and ZIP Code—Use the abbreviation "CA" for California, Addresses in Sacramento should not include the state. (Sacramento 95814) A. B. C and 0—The maximum in
 - (E) Name—List name as desired with titles or degress. Please be exact on spacing and capitalization. (F.W. MacDonald Jr.; John Howard Macdonald, Ph.D.; Robert R. Van Horn, D.O.S.; Susan J. Smith, MSW; etc.)
 - © Occupational title or description⊶(Group Supervisor, Industrial Hygienist, Director, etc.)
 E and F—The maximum number of characters is 45 accluding sunctuation.
 - Telephone number—Three lines have been provided for phone numbers. (A public line, an ATSS line, and an extension number.) Other numbers may be substituted but additional lines of type will be subject to space limitations.

State of California

Cifice of State Ponting North Seventh and Richards Box Sacramento 95814



James G. Garlack Photocompos

(916) 222-5267 ATS\$ 8-462-5267

State of California



Mireet: P.O. Box 30327 Terminal Annex, Lee Angeles, CA 90030 (213) 630-680

8155 Yen Huns Boule

B B L

You are encouraged to keep the information on your business cards brief and concise to enhance its readability. Additional information is costly and not always necessary. (Example A is typical of the average business card).

Note: It is the policy of the State Printer to use the Great Seal of the State of California on all business cards. The substitution of an officially recognized seal or logo will be permitted only if it has been approved at the agency secretary level. At no time will more than one seal, logo, or symbol be used.

Please proofraed all business cards before submitting them to OSP. Be sure spelling, capitalization, punctuation, and specing is correct. Note: With the exception of "CA" for California and officially recognized alphabetical designations (HEW, DMV, MSW, etc.) type will not be set in all capital letters.

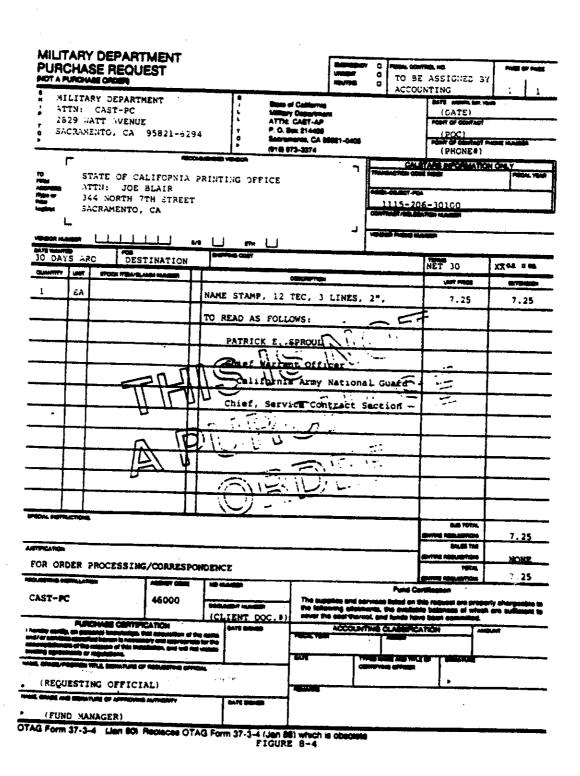
Questions about your individual needs may be directed to the Office of State Printing, Planning Department, Business Card Representative, Through April 1, 1978 phone: (916) 445-7370 (ATSS) 8-485-7370; after April 1, 1978 phone: (916) 322-1036 (ATSS) 8-492-1038.

Figure 8-3

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APPENDIX H (continued)



APPENDIX I

t ne following afficies were receive	<u>_</u>	PORT	Şua-Pur	6947
FAMILIAN PI	IPE & SUPPLY Date Received 18 PARTIAL SUIT FERTIL CAST	:∪ XX	ORDER C PURCHA ORDER : PURCHA ESTIMAT	#E _B0631P
MA DESCRIPTION	9 NCSC 30 PH 2	2 QUANTETY	Paice	Amount
1 Elbow, 90 Galv 3/4"		18 EA	.61	10 98
2 Tee, Galv 3/4"		4 EA	.86	3 44
3 Niopie, Galv 1" x 3"		4 EA	.37	
4 Nipple, Galv 3/4" x Clos	se	4 EA		1 48
5 Nipple, Galv 3/4" x 2"			.33	1 32
6 Nipple, Galv 3/4" x 4"		6 EA	-37	2 22
7 Nipple, Galv 1" x Close		6 EA	.59	3 54
8 Nipple, Galv I" x 2"		4 EA	.53	2 12
9 Nipple, Galv 1" x 21"		4 EA	.57	2 28
		4 EA	.61	2 44
10 Nipple, Galv 1" x 3"		4 EA	.67	2 68
Il Nicole, Galv 1" x 5"		4 EA	1.01	4 04
12 Nionie, Galv 2" x Close		2 EA	.66	1 32
13 Nipple, Galv Z" x 3"		4 EA	.96	3 84
14 Nipode, Galv 2" x 52"		4 EA	1.45	5 80
Nipple, Galv 2" x 6" 15 Coupling: Black 3/4"	7.1	4 EA 2 EA	1.51	6 04
Nipple, Black 3/4" x 4" 16 Elbow, 45 3/4"		Z EA	. 32 . 28	56
Nippim, Galv 3/4" x 3"		4 EA 2 EA	.78 .49	3 12 98
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Figure 9-1

APPENDIX I (continued)

STATE OF CALIFORNIA			
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CKNOWLEDGEMENT OF DELIVI	ERY	•	
		•	HOTEGE TO RECEIVING AGENCY - UPTS
State Office of Pro. P. O. Box 1612	ocurement	٦	ACCEIPT OF ML COMMODITIES GARCIES (MOT PARTIML SELIVERIES), INSEPT BATE OF FULL RECEIPT IN THE DATE SECEN LOCATES ON TOP OF THE METCHES SIDE OF THIS SOCUMENT, TE- TURN THIS SOCUMENT TOS STATE OPPICE OF PROCURENCENT GATA MINAMETHER UNIT
Secremento, CA 956	607		P.G. Sex 1812 Sacramento, California 35807
L	Ares I	_	
PLEASE (MEIGATE BELOW ART MEDIT) PACTORY VEGGOR OR PROBUCT PERFOR	GRAL COMMERTS JAICH MAY ABSIST	THE SPPICE OF FACE	WARREST TO CAPTURE WARRATIS-
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Figure 9-2

APPENDIX J

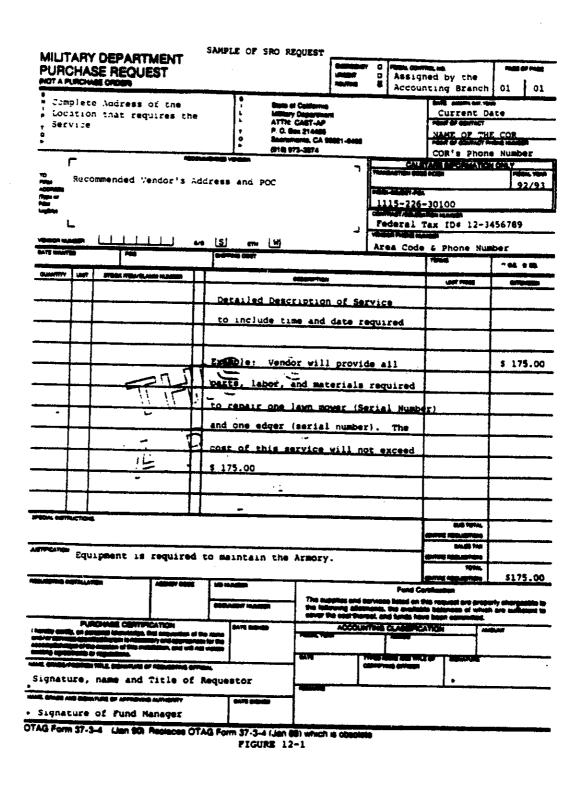


Figure 12-1